

MEMORANDUM OF COOPERATION

Between the

**DEPARTMENT OF TRANSPORTATION OF THE UNITED STATES OF
AMERICA**

and the

MINISTRY OF TRANSPORT AND TELECOMMUNICATIONS OF CHILE

on Road Safety Technical Cooperation

The Department of Transportation of the United States of America and the Ministry of Transport and Telecommunications of Chile (hereinafter referred to as "the Participants"), with the purpose of promoting a friendly relationship and strengthening the cooperation between the two countries, recognizing road safety as a high transportation priority, on the basis of justice, equality and mutual benefit, have expressed their joint understanding as follows:

Article I

The Memorandum is intended to provide a framework for the exchange of information and technical assistance. It focuses on the improvement of road safety and the promotion of environmental and energy concerns.

Article II

For the purpose of the this Memorandum of Cooperation:

The Participants intend that the technical cooperation be in operational, administrative and management disciplines, on-site training, practical attachments, consultancies, exchanges of personnel and information, theoretical and practical training and working groups with seminars, workshops, practices, and other similar training techniques to be undertaken either in the United States or Chile.

The Participants intend that the technical cooperation be developed by representatives or coordinators designated by the Participants in furtherance of this Memorandum of Cooperation.

Article III

The Participants intend to support and promote the participation of the Agencies and Departments of their governments related to the subject of this Memorandum of Cooperation, and to facilitate the participation of other levels of government, the private sector, and academic and technical institutions.

Article IV

Each Participant should endeavor to designate, within six months of signing this Memorandum, a coordinator or a representative to be responsible for promoting the accomplishment of the purpose of this Memorandum of Cooperation, as well as of the particular objectives of the technical cooperation programs.

The representatives of both Participants or their designated coordinators should define activities to be developed in the cooperation programs and other related matters.

For the purpose of achieving the objectives of this Memorandum of Cooperation, the Participants intend to form working groups.

The Participants intend to prepare an annual work program.

Article V

Any differences that arise concerning the interpretation or application of the present Memorandum of Cooperation should be resolved through consultation between the Participants.

Article VI

This Memorandum of Cooperation is not intended to create any obligations under international law.

Article VII

The activities of each Participant are subject to the availability of appropriated funds. No transfer of funds between the Participants is envisaged in connection with this Memorandum of Cooperation.

Article VIII

Each Participant intends to exercise its best efforts to ensure the accuracy of any data transmitted to the other Participant pursuant to this Memorandum of Cooperation, but the accuracy of such data is not guaranteed.

Article IX

Unless it is otherwise stipulated by the Participants, scientific and technical information of a non-proprietary nature derived from the cooperative activities under this Memorandum of Cooperation should be made available to the scientific community through customary channels and in accordance with the normal procedures of both Participants. Where a joint report is to be published, it is the intent of the Participants that clearances by the each Participant be obtained in accordance with procedures stipulated by the Participants on a

The Participants intend to maintain confidentiality of information supplied in accordance with the applicable laws and guidelines of the Participant that supplied the information. If a Participant determines that proprietary information cannot be held in confidence pursuant to the laws governing that Participant, those documents should be promptly returned to the other Participant.

All publically distributed copies of a copyrighted work prepared under this Memorandum of Cooperation should indicate the names of the authors of the work and the names of the contributing organizations, unless an author explicitly declines to be named. It is the intent of each Participant to reserve a royalty-free, non-exclusive, and irrevocable world-wide right to reproduce, publish, disseminate, or to otherwise use, and to authorize others to use, works prepared under this Memorandum of Cooperation.

Article X

Activities under the Memorandum of Cooperation should commence on the date of its signature by the Participants. Either Participant may terminate such activities at any time, but should provide sixty days prior written notification to the other Participating Party.

Signed at Chicago, on the seventh day of December, nineteen hundred and ninety-nine, in the English and Spanish languages.

For The Department of Transportation

For The Ministry of
Transport and
Telecommunications